1947.

File No. S. Bel. 4/47

Legal DEPARTMENT

A BRANCH

Extracted

Subject:— Suits Belgaum

Civil Suit No. 409 of 1945—

Narhar Khando Kulkarni ... Plff.

Vs.

The Province of Bombay by the collector of Bel. ... Deft. and others

for setting aside the auction Sale of land held for the recovery of tagai loan advanced to the plaintiff.

Civil Appeal No 27 of 1947

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Received on 12-11-1945.
Registered on 12.11.1945.
Decided on 6.12.1946

In the court of the Civil Judge, Senior Division,

at Belgaum.

Exh.62.

Civil Suit No. 409 of 1945.

Pleaders.

Mr.V.A.Naik. 1. Narhar Khando Kulkarni, age 52, Brahmin, Pleader, residing at Sangli. ... ... Plaintiff.

Against

Mr.B.V.Jakati Dist.Govt.Pl., Belgaum. 1. Province of Bombay by the Collector of Belgaum.

M/S.V.P.Kittur & S.B.Javali. 2. Keshav Gopal Sarangi, 48, Maratha, trade, residing at Belkud, Taluka Chikodi.

3. Balappa Mallappa Pachapuri, age 50, caste Lingayat, occu.etc. -do- ... ... Defendants.

Claim Rs. 144-13-6 for court fee and
" 4000-0-0 for jurisdiction.

The plaintiff sues to obtain a declaration that the auction sale of the ~~plaintiff~~ plaint-land R. S. No.142 of Belkud in Chikodi Taluka was illegal, void and -- inoperative and to recover possession of the same, costs of suit and future mesne profits from the date of suit till recovery of possession from the Defendants Nos.2 and 3.

The plaintiff alleges in the plaint that he was owner of the suit land and another land R.S.No.136 of Belkud in Chikkodi Taluka, that he had taken a tagavi loan of Rs. 2000/- for sinking a well in S. No. 136 and given that land as security, that the loan was to be repaid by annual instalments of Rs. 300/-, that he paid the first five instalments but was unable to pay the balance on account of the depression and the consequent fa fall in the prices of agricultural products, that he applied to the Collector for scaling down the amount

and extending the time for repayment but that his request was twined down and the land given as security i.e. R.S. No.136 was forfeited to the Government, that no charge was created on the suit land for the tagavi loan nor was it given as Collateral security, but that the village officers of Belkudin collusion with the Mamlatdar's clerk in charge of the tagavi dafter and the defendants Nos. 2 and 3, clandestinely brought the suit land to sale for the arrears of tagavi dues charged on S.No.136, that under Section ~~xxxxx~~ 7 of the Land Improvement Loans Act, Section 7, the loan is to be recovered out of the property for the improvement of wich the loan was taken, that the action of the Revenue Officers in bringing the suit land to sale without first proceeding against S. No.136 was illegal and without jurisdiction, that the plaintiff learnt subsequently that the suit land was sold on 30.4.1934 for Rs. 1001 to defendant No.2, that the sale was illegal and ultra vires, that the procedure adopted in holding the sale was irregular, that the plaintiff was not served with any notice of the sale, that the village officers of Belkud and the Mamlatdar's ~~xxxx~~ Office at Chikkodi knew of the place of residence of the plaintiff and his address, that under Section 166 of the Land Revenue Code a written notice of the intended sale is required to be affixed on the dwelling place of the defaulter, that that has not been done, that the provisions of Section 166, Land Revenue Code are mandatory and that the non-compliance with them makes the sale absolutely null and void, that the suit land was worth Rs. 3000/- at the date of sale, that the ~~xxxxxxxx~~ sale was not properly advertised and there was material irregularity and fraud committed in the conduct of the sale, resulting in irreparable loss and injury to the plaintiff, that the plaintiff applied to the Collector for setting aside the sale, that his application was rejected, that his application to the Commissioner, in

revision met with the same fate, that he has given notice of suit to the defendant No.1 as required by Section 80 of the Civil Procedure Code, that the defendant No.2 had full notice of the irregularities and illegalities committed by the Revenue Officers in selling the suit land, that the defendant No.2 appears to have sold a ~~xxx~~ portion of the suit land to the defendant No.3, that the defendants Nos. 2 and 3 are friends and both had colluded with the village officers and the Mamlatdar's clerk in ~~xxxxxxx~~ bringing to sale the plaint land, that the cause of action for the suit arose on 30.6.1934 when he was dispossessed of the suit land ~~xx~~ and that ~~xx~~ he has therefore filed this ~~xx~~ suit to obtain declaration that the sale was void and to recover possession of the land.

3. The defendant No.1, the Province of Bombay, in its written statement exh.21, contends that the suit as against the Government was barred under Article 12 clause (c) as in the alternative under Article 120 of the Limitation Act, that the allegations made in paragraph 4 and 5 of the plaint are incorrect, that under clause (a) of Section 7 of the Land Improvement Loans Act, 1893, read with Section 155 of the Land Revenue Code, Tagavi loans can be recovered by the sale of any property of the defaulter, other than the land for the improvement of which the loan was granted, that notice as required by Section 166 of the Land Revenue Code was given to the plaintiff before the suit land was sold, that omission to give such notice does not render the sale void, that th sale can only be set aside on the ground of substantial injury, that there was no material irregularity or fraud in publishing or conducting the sale, that the plaintiff has not suffered any injury, that the suit was not -- tenable, that ir should be dismissed and the costs of Govt. awarded.

4.. The defendant No.2 in his written statement, exh.

17 denies the allegations of collusion between himself and the village officer of Belkud and the Mamlatdar's clerk incharge of the tagavi dafter and contends that the sale was perfectly valid and legal, that he has paid fair price for the ~~s~~ land, that the suit was barred by limitation, that there was no fraud or irregularity in holding the sale, that the plaintiff was not entitled to any of the reliefs sought, that the suit should be dismissed and his costs awarded.

5. Defendant No.3 in his w.s. exh.18 has raised similar contentions. They need not be summorized, On the above pleadings, the following issues were framed at exh.23.

Issues.

1. Does plaintiff prove that the sale of the plaint-land for the tagavi dues was illegal, ultra vires and void as alleged ?
2. If so, did defendant No.2 get any title to the suit land by reason of his purchase at the Revenue sale ?
3. Is the suit in time ?
4. Is plaintiff entitled to the possession sought ?
5. What decree should be passed ?

Findings.

(1.)Not proved. (2) Does not survive; he did get perfect title. (3) No. (4) No. (5) As below.

Reasons.

6. Plaintiff owned two lands at Belkud in Chikkodi Taluka, viz., R.S.Nos. 136 and 142. In 1925, he took a tagavi loan of Rs.2000/- for the ostensible purpose of sinking a well in S.No.136 and otherwise to improve the said land (exh.38, The Tagavi Bond, dated 14.3.1925). The amount was repayable by annual instalments of Rs.300/- each. The very next year, he made an application to the Collector to give concessions in the matter of the repayment of the loan. The Collector refused to grant his request (exh.39). The

plaintiff was then practicing as a Pleader at Chikkodi. It appears that he made default in making payment of the instalment of 1929. A notice was issued to him on 25.7.29 calling upon him to pay the instalment within three days of the receipt of notice failing which, he was informed the land would be forfeited i.e. S.No.136 which was given as security (exh.40). By 1929, the plaintiff had shifted to Sangli and so the notice was sent to his Sangli -- address. The date of forfeiture was fixed on the 19th -- August 1929 (exh.42). Plaintiff asked for time to make the payment but it was refused (exh.43). It appears that the plaintiff arranged to pay the instalments of 1929 and 1930 but again made default in paying the instalment of 1931. A forfeiture notice was again issued in March 1932 (exh.44) to his Sangli address but as no payment was made, the land was forfeited under Section 153 of the Land Revenue Code and put up for sale under Section 56. Exh.46 is a copy of the proclamation of sale of R.S. No.136 and it shows that the sale was fixed on 14.9.1932 The panch valuation of the land as menticned in the proclamation of sale was Rs.3000/-. It appears that there was no bidder at the auction-sale and the reason was probably the high price mentioned in the sale-proclamation Exh.45 shows that the Collector ordered on 14.8.1933 that the land be shown or entered in the village records as Govt. waste land.

7. Thereafter, the Collector proceeded to sell the other land i.e. R.S.No.142 which is now in suit presumably under Section 155 of the Land Revenue Code. It was sold by public auction on 30.4.1934 and purchased by the defendant No.2 for Rs.1001. The Collector confirmed the sale on 2.8.1934 and a sale certificate was issued on 14.8.1934 (exh.49) and possession of the land was delivered to the defendant No.2 on 24.8.1934(exh.54). It appears from exh.49 that the arrears had amounted to

Rs.1429-4-0 for the recovery of which the suit land was put up for sale. As there was still some balance left, S.No.136 which was forfeited in 1933 was again put up for sale, on 20.12.34 (vide exh.60 copy of the proclamation of sale) for the recovery of Rs.428-4-0. This time, the panch valuation mentioned in the sale-proclamation was Rs. 1200/- only. Again, there were no bidders and the land was not and could not be sold. Ultimately, the plaintiff paid off the arrears and the land was released in December 1935 (exh.59).

8. It appears from the statement of the plaintiff (exh.65) and the statement made by him in his application for revision to the Commissioner in September 1944 that the plaintiff did make an application to the Collector before the sale of the suit land was confirmed by the Collector, for setting aside the sale but that it was rejected. Plaintiff states in para 2 of his deposition:- "I applied to the Collector for setting aside the sale within 30 days of the date of sale. My application was rejected and the sale was confirmed"(vide exh.65). In his revisional application to the Commissioner, paragraph 4, the plaintiff states as follows:- "That the applicant did place all these facts for setting aside the sale (under Section 178 L.R.C.) before the Collector, but unfortunately no legal aspect and effect was considered and his application was thrown out and subsequently it was found that the illegal sale was confirmed. Hence, this application for revision to set aside the sale that has been illegally confirmed (vide exh.47). Although the sale of the suit land was held on 30.4.1934, and the sale confirmed on 2.8.1934, by the Collector and possession delivered to the auction-purchaser on 24.8.1934, the plaintiff waited for more than 10 years before he made his revisional application to the Commissioner on 26.9.1944. The Commissioner's reply was as expected. His order, dated

23.10.1944, reads as follows:- "The sale of S. No.142 of Belkud was held in 1934 in realisation of the tagavi dues, due from the applicant and since then, ten years have elapsed. The Commissioner does not consider it expedient to reopen the matter at this distance of time. The revision application is rejected summarily"(ex.48) Thereafter, the plaintiff has filed this suit on 12.11.45.

9. It is, unfortunate to find that the sale papers regarding the suit land i.e. R.S.No.142 are not forthcoming. They are said to have been missing. The plaintiff had asked for copies of certain documents regarding the sale of S.No.142 but the Mamlatdar, Chikkodi gave him a reply to the effect that the papers in connection with the sale of the said land were missing (exh.41). This was before the suit was filed. After the suit was filed, the defendant No.2 took out a summons to the Mamlatdar for the production of the said papers to which the Mamlatdar gave the same reply (exh.50). Lastly, the Government Pleader was asked to say definitely as to whether the papers were really missing. He made inquiries and then gave a purshis to the effect that the papers were as a matter of fact missing. (exh.61).

10. Section 7 of the Land Improvements Loans Act, (Imperial Act XIX of 1883) reads as follows:- (7)Subject to such rules as may be made under section 10, all loans granted under this Act ..... shall when they become due, be recoverable by the Collector in all or any of the following modes, namely,:-

(a) from the borrower, as if they were arrears of Land Revenue due by him.

(c) out of the land for the benefit of which the loan has been granted, as if they were arrears of Land Revenue due in respect of that land.

(3) It shall be in the discretion of a Collector acting under this section to determine the order

in which he shall resort to the various modes of recovery permitted by it.

I have omitted those portions of the section which are not relevant for the purposes of this suit. Chapter XI of the Land Revenue Code, 1879, deals with "The realization of the Land Revenue and other Revenue Demands". Section 150 of the L.R.Code which falls under Chapter XI reads as follows:- "An arrear of Land Revenue may be recovered by the following processes:-

(a) by serving a written notice of demand on the defaulter under Section 152;

(b) by forfeiture of the occupancy or alienated holding in respect of which the arrears is due under Section 153.

(c) by distraint and sale of the defaulter's moveable property under section 154;

(d) by sale of the defaulter's immoveable property under section 155.

11. We are here concerned with clauses (b) and (d) only. Section 153 reads;- The Collector may declare the occupancy or alienated holding in respect of which an arrear of land revenue is due to be forfeited to the Provincial Government and sell or otherwise dispose of the same under the provisions of sections 56 and 57 and credit the proceeds, if any, to the defaulter's account". Section 155 reads;- "The Collector may also cause the right,title and interest of the defaulter in any immoveable property other than the land on which the arrear is due to be sold".

12. Now in this case, R.S.No.136 was given as security for the loan. The loan was also taken for the improvement of the said land. In view of the provisions of Section 7 of the Land Improvement Loans Act, 1883, and of the provisions of the sections of the L.R.Code,1879, mentioned above, it is clear as daylight that the

Collector was ~~xxxxxxxxx~~ within his rights to forfeit S.No. 136 which was specifically charged for the loan and for the improvement of which the loan was taken. It is further equally clear that under section 155 of the L.R.Code, the Collector was within his rights to cause the right, title and interest of the defaulter in any immoveable property other than the land for the improvement of which the loan was granted. The Collector was not bound to sell the forfeited land first and then to proceed to sell the other lands of the defaulter in case of deficit. When an order of forfeiture is made, the right, title and interest of the occupant in the land come to an end (vide section 56 of the L.R.Code). Thereafter, the Collector is at liberty either to sell the forfeited holding or not. Section 56 reads :- "Whereupon (i.e.after the order of forfeiture) the Collector may levy all sums in arrear by sale of the occupancy or alienated holding or may otherwise dispose of such occupancy or alienated holding under rules made in this behalf under Sec.214". Mr. Gupte observes as follows in his Land Revenue Code, 1946 Edition on pages 801-802 :- " Section 56 declares a defaulter's holding liable to forfeiture in circumstances mentioned therein. Section 153 lays down that when default is made, the Collector may declare the occupancy or alienated holding to be forfeited to Government. When forfeiture has been thus effected, section 57 empowers the Collector to take immediate possession of the land. Section 56 and 153 ~~xxxx~~ next authorize the Collector to sell the holding or otherwise dispose of it under rules or orders made in this behalf by Government under section 214(c). ~~Xxx~~ If the forfeited holding is sold, the proceeds must be credited to the defaulter's account (Sec.153) and the surplus, if any, over and above the expenses of the sale and the amount of the arrears, must be paid to him (sec. 183). <u>If the forfeited holding is</u>

not sold, it remains, nevertheless, forfeited and can be disposed of either at once or at any subsequent time in such manner as the Collector thinks fit .... If a forfeited holding isnot rut up for sale, as if it is put up for sale and is not sold so that it yields no proceeds, the arrear due by the defaulter is still -- recoverable by any of the means allowed by Chapter XI."

13. In this case, S.No.136 was as a matter of fact put up for sale, immediately after it was forfeited but it attracted no bidders. It was only after that,that the Collector ordered it to be included in the list of Govt. Waste lands of the village and proceeded to sell S.No.142 under section 155 of the Land Revenue. The sale of the suit land was not therefore ultra vires or without jurisdiction. Section 166 of the L.R.Code provides:- A written notice of the intended sale of immoveable property, and of the time and place thereof, shall be fixed in each of the following places, viz., the office of the Collector or of the District, the office of the Mamlatdar of Mahalkari of the Taluka or Mahal in which the immoveable property is situated, the chavadi or some other public building in the village in which it is situate, and the defaulter's dwelling place". In 1934, when the sale of the suit land was held, the plaintiff was residing at Sangli, out side British Territory. He had no house at Belkud, where the land was situate. His ancestoral family house is at Dattawad in Kolhapur State limits. Plaintiff's complaint is that no notice was fixed in his dwelling place at Sangli as required by section 166 L.R. Code. Inasmuch as the sale papers regarding the suit land have been missing, it is difficult to say in what manner or mathod the notice of sale was served upon the plaintiff. Under the circumstances of the case, the court is entitled to presume under section 114 of the Evidence Act, that Judicial and official acts have

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been regularly performed. In this connection, the ruling in I.L.R. 20 Bombay, 732 (The Municipality of Sholapur Vs. the Sholapur Spinning and Weaving Co., Ltd.) is useful. There, a defendant who in answer to a claim for arrears of taxes by a Bombay District Municipality alleged that the taxes were illegal (1) because no notice had been given to him under Section 57(Bombay Act II of 1884), (2) because no notice had been issued by the Municipality to the Commissioners under section 11 of Bombay Act VI of 1873. It was held that the defendant must prove the defence and in the absence of such proof the court will presume that the Municipality has used the regular procedure, and that the common course of business has been followed in the particular cases.

14. Plaintiff has given a very funny story as to how he came to know of the sale of the suit land, and how he made an application to the Collector within 30 days of the sale for setting aside the sale. In his cross-examination at exh.55, plaintiff states as follows:- " I do not know why S. No.142 was put up for sale. I was going to Belkud twice or thrice a year from Sangli. One Venkatraoxx is the Inamdar of Belkud. He is my friend and I put up in his house whenever I go to Belkud. He helps me in the recovery of rent etc. He did not inform me that my land S.No.142 was put up for sale. The tenants also didnot inform me about the sale of the land. I had gone to Chikkodi for some business. Somebody from Belkud told me on the motor stand that my land, S.No.142 was sold by auction at Belkud 28/29 days before. He did not tell me why the land was sold. I made no inquiry in the Taluka office about the reasons for the sale of the land. I did not go to Belkud to make inquiry. I went to Nippani from Chikkodi. I put up with Khanderao, brother of -- Venkatrao. There, somebody told me that my land S.No.142

was sold for arrears of tagai loan. From Nipani, I sent an application to the Collector without making any further inquiry, because of the period of limitation. I received no reply from the Collector. I have been practicing as a Pleader for the last 25 years. I lost possession of the land in the year of sale. I however, waited till 1944 because I thought the period of limitation was 12 years."

15. To be plaint, I am not prepared to believe the plaintiff in what he has stated above. Plaintiff, we are told, had come to Chikkodi for some business and there someone from Belkud told him about the auction sale of his land on the motor stand, that without making an inquiry either at Chikkodi or Belkud - Belkud is only 5 miles from Chikkodi - he goes to Nipanni and there again somebody told him about the sale and without making any inquiry, he made an application to the Collector for setting aside the sale in order not to offend the law of limitation. All this seems unnatural and improbable and I for one is not inclined to believe it. That is not the conduct of a double degree graduate of the University and a practicing pleader. I am inclined to the view that the plaintiff had knowledge of the date fixed for the sale and that he must have received the notice of sale by registered post if not in the manner provided of section 166 of the L.R.Code, 1879. Plaintiff admits that he had received the notices of forfeiture of S.No.136 and notices of sale of the said land in 1932 and 1934 to his Sangli address. How is it then that either no notice was sent to him in the case of the sale of the plaint land or no notice was at all issued. In my opinion, the plaintiff is taking undue advantage of the fact of the disappearance of misplacing of the sale papers. In case No. 623/(O/135) the Bombay Revenue Tribunal has expressed the opinion that sending of notice by post instead of affixing it to the dwelling house of the defaulter was at best an irregularity in the

sale and that the sale cannot be set aside unless substantial injury was proved (vide Selected decisions of the Bombay Revenue Tribunal for the period ending 30th June 1941, Part II, page 119-120)

16. Section 178 of the Land Revenue Code reads:- "AT any time within thirty days from the date of the sale of immoveable property, application may be made to the Collector to set aside the sale on the ground of some material irregularity or mistake or fraud in publishing or conducting etc.; but except or is otherwise provided in the next following section, no sale shall be set aside on the ground of any such irregularity or mistake, unless the applicant proves to the satisfaction of the Collector that he has sustained substantial injury by reason thereof". According to the plaintiff, hehad made an application for setting aside the sale within 30 days but that his application was-- rejected. Under section 205 of the L.R.Code, the plaintiff should have gone in appeal to the Commissioner within 60 days from the date of the Collector's order. But he did not do so. The sale was duly confirmed and the auction purchaser put in possession. More than 10 years after that the plaintiff made a revision application to the -- Commissioner which was naturally rejected. The reason why the plaintiff became active in 1944 is too open to be disguised. The prices of lands had risen three or four times on account of war and the plaintiff was perhaps tempted to try to get back the land which he lost in the year 1934 when the prices had reached the lowest watermark after the first World War.

17- I hold that the sale was at best voidable andnot void.In that case, the plaintiff's suit is clearly barred by the law of Limitation under Article 120 of the Limitation Act. Plaintiff has made no prayer for setting aside the sale. Plaintiff has notproved any loss or injury by

reason of the sale. Towards the closeof his cross-examination, the plaintiff admitted:- "S.No.142 was let out to tenants in 1930-31 for Rs.50 only. From 1931-32, the rent of the said land was Rs. 40". Out of this, assessment and local fund amounting in all to Rs. 21 or 22, ~~xxx~~ is to be deducted. The net income of the land comes to -- less than Rs. 20. For such a land, the price of Rs.1001 is certainly adequate and reasonable. The allegations made by the plaintiff against the defendants Nos. 2 and 3 are false and unfounded. I do not for one minute believe the plaintiff when he speaks of fraud and collusion between the defendants Nos. 2 and 3 the village officers of Belkud and the Mamlatdar's clerk in charge of the tagavi dafter. If the plaintiff had any reasons to believe that there was fraud and collusion, he would never have waited for ten years after the confirmation of sale and the loss of possession of the land. If the prices had not appreciated, this suit would probably have not been filed. I record my findings ~~xxxx~~ as above upon the points raised and pass the following order.

O r d e r.

Suit dismissed. Plaintiff to pay the costs of the defendant No.1 and of the Defts. 2/3 separately and bear his own costs.

Sd.M.S.Bagali.

6.12.1946. C.J.,S.D.

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DECREE.

In the Court of the Joint Civil Judge, (Senr.Dn.),Belgaum.

Regular Civil Suit No.409 of 1945.

1). Narhar Khando Pulkarni age, 52, Brahmin,
Pleader, residing at Sangali.....Plff.

Vs.

1). The Province of Bombay by the Collector - of Belgaum.

2). Keshav Gopal Sarangi, 48, Maratha, Trade, residing at Belkud Tal.Chikodi.

3). Balappa Mallappa Pachhapuri age-50, Caste-Lingayat, Occn.etc. -do.- -------...

Claim Rs.144-13-6 for Court fee, and
Rs.4000/- for jurisdiction.

Received on :- 12-11-1945.

Registered on:-12-11-1945.

1). The Plaintiff states as follows :-

Description of the property :-

Land situated at Belkud Taluka Chikodi.

S.No.142 Acres 20-13- Assessed at Rs.19-5-0 valued at Rs.4000,

2). The land described above and the another land situated in the same village i.e.S.No.136 Acres 18-12 assessed at - Rs.17-10&-0 were of Plff's ownership. The Plff wanted to sink a well and also improve other improvements in S.No.136 & he applied for a loan of Rs.2000/- from the Collector of Belgaum under the Land Improvement Loans Act.1883. That loan was sanctioned. A charge being kept on S.No.136. The loan was made repayable by annual instalments of Rs.300/- .

3). The Plff went on paying the first five instalments i.e. he repaid in all Rs.1500/- but owing to the great E-- eccnomic stump, there was Phenomical full in the prices of agricultural products. That being the case it because very difficult forPlff to satisfy the further instalments . He therefore applied to the Collector for scaling down the amount and also for extension of time to make the repayments. That wasnot granted. On the contrary., the land was declared forfeited.

4). There was no charge created on the said land in respect of the Tagavi loan referred to above S.No.136 alone stood as security for the loan. But the village Officers at Belkud in collusion with the Tamlatdar clerk in charge of the Tagavi Daftar and in collusion with the defts 2 and 3 illegally and clandestinely brought the suit land to sale for arrears of Tagavi dues charged on S.No. 136. Suit land was not specifically charged with the - Tagavi debt not was it and taken with collateral security for the said debt. Under the Land Improvement Loans Act Section 7 the recovery is to be made out of the property for the improvement of which the loan was taken. So the action of the Revenue Officers in bringing the suit land for sale without first proceeding on S.No.136 was illegal and without jurisdiction.

5). The Plff learnt subsequently that the suit land was sold on 30-4-1934 for Rs.1001 to deft 2. The said sale is illegal and ultra vires. The procedure adopted in holding the said sale was irregular. The Plff was never served with any notice of the said sale. The village officers and the Tamlatdar's office knew of the place of residence of the Plff and his address. Under section 166 of the Land Revenue Code a written notice of the intended sale is required to be affixed in the dwelling place of the defaulter. That was not done delibertely with a view to put the Plff to loss and with a view to benefit the intending purchased, namely deft.2 . The provisions of section 166 of the Land Revenue Code are mandatory and non compliance with them makes the sale absolutely null and void.

6). The market value of the suit land was at least Rs.3000/- at the time of the sale. But the suit land was deliverately undervalued and eventually sold for Rs. 1001/- S.No.136 which is 2 acres less in extent than the suit land was valued by the village officers and Panchas at Rs.3000/- in 1932.

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7). The sale was not properly advertised and there was material irregularity and fraud committed in the conduct of the sale. The result in that the Plff has been put to irreparable injury.

8). The Plff applied to the Collector for setting aside the sale, but the application was rejected. Application to revise the said order was made to the Commissioner which was also rejected. The Plff therefore has been obliged to file this suit , after having exhausted all his remeddes in the Revenue Courts.

9). Notice of this suit has been already served on deft No.1 more than two months before the filing of the suit as required by section 80 of the Civil Procedure Code.

10). It appears from the combined from that deft 3 has subsequntly purchased a portion of the suit land from deft. 2 Deefts 2-3 are close friends. Deft 3 was helping deft 2 during the proceedings for auction sale culminating in the purchase of the suit land by Deft.2 Deft3 was aware as also deft 2 that the sale was illegal that procedure adopted was irregulars that no notice was served on Plff and that the Land was deliberately under valued. They have taken the sales with full knowledge of the facts of the case, with open eyes and with notice of Plff's claim. The auction sale in favour of Deft.2 could not and did not convey any title on deft 2 in respect of the suit land. The said sale is invalid and inoperative, null and void. Similary the private sale by deft 2 to Deft3 could not confer any title on deft 3 as against Plff. Plff continues to be the owner of the suit land not with standing the auction sale and the subsequest possession as owner.

11). The cause of action for the suit arose when subsequent to the confirmation of sale i.e. on 30-6-34 Plff was dispossessed from the land.

12). As the suit was filed against the province of Bomvay, it is triable by this Court in its special jurisdiction.

13). The suit is valued for purposes of Court fee as follows :-

The assessment of the land is Rs.19-5-0 7½ times of this comes to Rs.144-13-6. The Court fee is paid on that amount .

For the purposes of jurisdiction it is valued at the market price of the land i.e.Rs.4000/-.

14). It is prayed as below :-

a). After declaring that the auction sale in favour of Deft.2 is void and inoperative and that the Plff is the owner of the suit land possession of the same be awarded from defts 2 and 3 to the Plaintiff.

b). Mesne profits from the date of the suit till Plff secures possession be awarded to Plff.

c). Costs of the suit be awarded to Plff.

d). Any other incidental or anxilary relief be granted.

~~15).~~ -- - ---

15). The suit coming on before M.S.Bagali Esqr. Joint Civil Judge, Senior Division, Belgaum in the Presence of Mr.V.A.Naik pleader for Plaintiff and Mr.B.V.Jakati Pl. for deft.1 and Messrs V.I.Kittur and S.B.Javali for defts 2 and 3 it is hereby decreed that suit dismissed. Plff to pay the costs of the Deft 1 and defts 2 and 3 separately and bear his own costs.

16.). BILL OF COSTS

	Plaintiff.	Defendant 1	Defendants. 2 & 3.
	Rs. As. Ps.	Rs. As. Ps.	Rs. As. Ps.
Stamp for plaint-	14 - 1 - 0	0 - 0 - 0	0- 0- 0
- Do- Power.	0- 10- 0.	0- 0- 0	1- 4- 0
-Do- Exhibits.	6- 14- 0-	1- 14 - 0	4 - 6 - 0
Procss fees.	6 - 0- 0.	0- 0- 0	6- 0- 0
Pleader's fees On Rs.4000/-.....	160- 0- 0-	160- 0- 0.	160- 0- 0.
Witness.	0- 0- 0.	0- 0- 0.	7- 2- 0
Copying fees..	6- 13- 0.	0 - 0- 0	0- 6 - 6
Total.	194- 6- 0.	161- 14- 0	179- 2- 6
Rejected costs on exts.only.	0- 0- 0	0-10 - 0	1- 4- 0.
Balance-	194- 6- 0	161 -4 - 0	177- 14- 0

19

Given under my hand & the seal of the Court the 6th day of December 1946.

Clerk:- Sd/. S.G.Kulkarni.

Pl.for Plff:-

Plf.For Deft.1 ---

Pl.for Defts 2 & 3. ..

Sd/. M.S.Bagali.
Joint Civil Judge,S.D.,
14-12-1946.

Civil Appeal.No.27. of 1947.

In the Court of the District Judge, 123

At- Belgaum.

1. Narhar Khando Kulkarni of Sangali.....Appellant (Cr.i. Plff.)

Vs.

1. The Province of Bombay by the Collector of Belgaum.
2. Keshav Gopal Sarangi of Belkud Taluka Chikodi.
3. Balappa Mallappa Pachapur. of Do. } Respondents. (Original Defts.)

16 APR 1947

Claim Rs. 144-13-6. for Court fee.

Rs. 400-0-0. for jurisdiction.

The appellant above -named being aggrieved by the Judgement and decree passed by the Civil Judge, S.D., with special jurisdiction at Belgaum in suit No.409 of 1945, appeals to the District Judfe at Belgaum against the said decree on the following among other grounds Viz:

(1) The decision of the Lower Court is untenable in-Law and opposed to the weight of evidence in the case.

2. The Lower Court erred in law in applying the law and procedure laid down in the Land Revenue Code to the recovery of Tagai arrears in question for which special provission in Section 7 L.I.L.Act and the rules made ther under ; therein it has been specially laid down that the recovery can be made only out of the (1) Land Improved, and out of (2) other property of the borrower if it is specially mortgaged or charged for the debt as giver as collateral security.

(3). The Lower Court has failed to see that a special enactment overrides general law.

(4). The Lower Court misunderstood and miscontrued Section 114 of the Evidence Act, and erred in raising a presumption that the notice before the sale of suit land under Section 166 of the Land Revenue Code was in fact issued and served on appellant.

(5)

Original Suit No. 409/1945.
In the court of the Civil Judge, Sr. Dn., Belgaum.

1. Narhar Khando Kulkarni, age 52,Brahmin,Pleader, residing at Sangli ---------- Plff.

Against.

1 The Province of Bombay by the Collector of Belgaum.
2. Keshav Gopal Sarangi, 48,Maratha,trade,residing at Belkud, Taluka Chikodi.
3. Balappa Malappa Pachapuri,age 50,caste Lingayat, occupation etc. .....-do- -....., Defts.

Claim Rs. 144-13-6 for Court fee and
Rs. 4000-0-0 for Judn.

Herein the Plaintiff above-named submits as follows:--

1. Description of Peoperty:--

Land situated at Belkud, Taluka Chikodi.
S.No. 142, Acres 20-13-, assessed at Rs. 19-5-0
valued at Rs. 4000/-.

2. The land described above and another land situated in the same village i.e. S.No. 136, Acres 18-12-0 assessed at Rs.17-10-0 were of Plff's ownership. The plff wanted to sink a well and also effect other improvements in S.No.136. So he applied for a loan of Rs. 2000/- from the Collector of Belgaum under the Land Improvement Loans Act 1883. That loan was sanctioned, a charge being kept on S.No. 136. The loan was made repayable by annual instalments of Rs. 300/- each.

3. The plff went on paying the first five instalments i.e. he repaid in all Rs. 1500/-. But owing to the great economic slump, there was phenominal fall in the prices of agricultural products. That being the case it became very difficult for plff to satisfy the further instalments. He, therefore, applied to the Collector for scaling down the amount and also for extension of time to meke the repayments. That was not granted. On the contrary, the land was declared forfeited.

4. There was no charge created on the suit land in respect of the Tagavi loan referred to above. S.No. 136 alone stood as security for the loan. But the village officers of Belkud in collusion with defts 2-3, illegally and clandestinely brought the suit land to sale for the arrears of Tagavi dues charged on S.No.136. Suit land was not specifically charged with the tagavi debt, nor was it taken as collateral security for the said debt. Under the Land Improvement Loans Act Sec.7, the recovery is to be made out of the property for the improvement of which the loan was taken. So the action of the Revenue Officers in bringing the suit land to sale without first proceeding on S.No. 136 was illegal and without jurisdiction.

K. of the Mamlat clerk in charge of the Tagai daftar and in collusion

5. The plff. learnt subsequently that the suit land was sold on 30-4-1934 for Rs. 1001/- to deft 2. The said sale is illegal and ultra vires. The procedure adopted in holding the said sale was irregular. The plff was never served with any notice of the said sale. The village officers ~~with any notice of the said sale~~ and the Mamlatdar's office knew of the place of residence of the plff and his address. Under Sec. 166 of the Land Revenue Code, a written notice of the intended sale is required to be affixed in the dwelling place of the defaulter. That was not done deliberately with a view to put the plff to loss and with a view to benefit the intending purposer, namely deft. 2. The Provisions of sec. 166 are mandatory and the non-compliance with them makes the sale absolutely null and void.

6. The market value of the suit land was at least Rs.3000/- at the time of the sale. But the suit land was deliberately undervalued and eventually sold for Rs. 1001/-. S.No. 136 which is 2 acres less in extent than the suit land was valued by the

Village --2-

(5). The issue and service of notice being quite mandatory and the fact have been denied by the Appellant, it must first prove affirmatively like any other fact in the absence of such proof the sale is without jurisdiction and void.

(6). The two points viz. the land could not be sold under the L.I.L Act and that of want of notice are independent and distinct, and want of any one of the 2 points will make the sale void abinitio, the Lower Court failed to observe this point and has wrongly applied Sections 150 and 155 of the L.R.C. to the sale in suit.

(7). The lower Court failed to observe the directions and policy of Government expressed in several G.Rs. made under Sections 56 and 153 L.R.C. where it has been expressly provided that forfeiture being a major coercive process and being a penalty ought not to be resorted to at once in the first instance without being satisfied that the default was contumacious and the recovery cannot be made in any other way. Land-holders fallen into arrears without their own fault should not be deprived of their lands and the conduct of the Revenue Officials in forcitting one land and selling the other without notice and thus disabling the owner to make any other arrangement to pay off the Government debt is only vindictive and penal and is not warranted either by law or by qa equaly.

(8). The Lower Court failed to see that the suit land was wroth more than 3200 R. when it was sold and the appellant suffered substantial damage.

(9). The sale being void and without jurisdiction, the Lower Court failed in holding it voidable and applying article of the L.A. and failed in not holding the 120 Article 144 applied and there was not bar of limitation.

(10). That the Lower Court erred in giving its findings without any evidence on the record.

(11), No reson or explanatinn for the missing of the important papers regarding the sale of the suit land

from the Government record being given, the Lower Court ought to have made very presumption against the Defendants and the Lower Court erred in commenting upon in conduct of the Appellant.

(12). The Lower Court ought to have held that the papers of sale have been deliberately suppressed.

(13). The decision of the Lower Court is against the evidence and justice, equity and good conscience.

(14). The case has been approached from a wrong stand point.

For these and other reasons, the Appellant prays that the decree of the Lower Court be set aside and the appeal be allowed with all costs in both the courts.

The registered address of the Respondents is the same as is shown in the Lower Court.

Belgaum.
20-1-1947.

Drafted and presented by
Sd/. V. A. Nair,
20-1-1947. Pleader.

village officers and Panchas at Rs. 3000/- in 1932.

7. The sale was not ~~xxxxxx~~ properly advertised and there was material irregularity and fraund committed in the conduct of the sale. The result is that the plff. has been put to irreparable injury.

8. The plff applied to the Collector for setting aside the sale, but the application was rejected. Application to revise the said order was made to the Commissioner which was also rejected. The plff, therefore, has been obliged to file this suit, after having exhausted all his remedies in the Revenue Courts.

9. Notice of this suit has been already served on Def.No.1 more than two months before the filing of this suit as required by Sec. 80 of the Civil Pro.Code.

10. It appears from the combined form that Deft. 3 has subsequent -ly purchased a portion of the suit land from deft. 2. Defts2-3 are close friends. Deft. 3 was helping deft. 2 during the proceed- -ings for auction sale culminating in the purchase of the suit land by deft. 2. Deft. 3 was aware, as also deft 2 that the sale was illegal, that procedure adopted was irregular, that no notice was served on plff and that the land was deliberately undervalued. They have taken the sales with full knowledge of the facts of the case, with open eyes and with notice of plff's claim. The auction sale in favour of deft. 2 could not and did not convey any title on deft. 2 in respect of the suit land. The said sale is invalid and inoperative, null and void. Similarly the private sale by deft 2 to deft 3 could not confer any title on deft 3 as against the plff. Plff continues tobe the owner of the suit land, notwith standing the auction sale and the subsequent private sale. He has, therefore, filed this suit for possession as owner.

11. The cause of action for the suit arose when, subsequent to the confirmation of sale i.e. on 30-6-1934, Plff was dispossessed from the land.

12. As the suit is filed against the Province of Bombay, it is triable by this Court in its special jurisdiction.

13. The suit is valued for purposes of court fee as follows:--

The assessment of the land is Rs. 19-5-0. 7½ times of this comes to Rs. 144-13-6. Court fee is paid on that amount.

For purposes of jurisdiction, it is valued at the market price of the land i.e.Rs. 4000/-.

14. It is prayed as below:--
(a) After declaring that the amnction sale in favour of deft. 2 is void and inoperative and that the plff is the owner of the suit land, possession of the same be awarded from defts 2 and 3 to the plff.
(b) Mesne profits from the date of suit till plff secures posse- -ssion be awarded to plff.
(c) Costs of suit be awarded.
(d) Any other incidental or auxiliary relief be granted.

A decree be passed accordingly.

Dated.

Drafted and presented.

Pleader.

I Narhar Khando Kulkarni of Sangli state on solem affirmation that the contents of the above are true to the best of my personal knowledge and belief.

Dated.--

45 29 54

Belgaum Civil Suit No. 409 of 1945.

The suit is for setting aside the auction ~~of~~ sale of land held for the recovery of tagai loan advanced to plaintiff. The sale was confirmed on 5-6-1934. The suit is thus time barred under Article 12 clause (e) of the Limitation Act. On merits the plaintiff contends that the only land which can be sold for recovery of tagai dues is the land for the improvement of which the loan is granted or the land which is given as collateral security for the loan. This is not correct. Under section 7 clause (a) of the ~~Local~~ Land Improvement Loans Act, 1893, read with section 155 of the Land Revenue Code, the loan can be recovered as an arrear of land revenue by the sale of any other property of the defaulter.

The suit may be defended on the lines of the appended brief and written statement.

RW
24/5/46

A.A.L.R. R.R. 2716
R.L.A
Secy R 29
×
Secy R.D.

6/6/46

7-6-000

× 17-P
7-6-46

31 - 59

In the Court of the Civil Judge, Senior Division, Belgaum.

Original Suit No. 409/1945.

Narhar Khando Kulkarni. ..... Plaintiff;

Vs.

The Province of Bombay by the Collector of Belgaum, and others. ..... Defendants.

Written Statement on behalf of the defendant No.1 is as follows:-

(1) The plaintiff's claim is denied.

(2) The suit against the defendant is time barred under Article 12 clause (c) of the Limitation Act. In the alternative it is also time barred under Article 120 of the Limitation Act.

(3) The allegations in paragraphs 4 and 5 of the plaint are incorrect and not admitted. It is denied that tagai loans can be recovered only by the sale of the land for the improvement of which they have been granted or by the sale of the land comprised in the collateral - security. Under clause (a) of section 7 of the Land Improvement Loans Act, 1893 read with section 155 of the Land Revenue Code, such loans can also be recovered by the sale of any other property of the defaulter. The sale of S.No. 142 was therefore legal.

(4) It is not admitted that there was any omission to give notice under section 166 of the Land Revenue Code. Even if it is admitted that there was omission to give such notice now is it admitted that it renders the sale void. A sale can be set aside on this ground only if the plaintiff can show that he has sustained - substantial injury. It is not admitted either that such omission amounts to material irregularity in publishing or conducting the sale or that the plaintiff has suffered substantial injury thereby.

(5) It is therefore submitted that the suit fails and

must be dismissed with costs.

District Government Pleader.

I District Government Pleader, Belgaum, do hereby declare that what is stated in paragraphs 1 to 5 above, is true according to the information received and believed to be true. This verification is made at on the day of

District Government Pleader.

Suit No.409/1945. 33

Ex.No.

I S S U E S.

1. Does plff. prove that the sale of the plaint land for the Tagai Dues was illegal, ultra vires and void, as alleged ?
2. If so, did Deft. No.2 get any title to the suit land by ~~xxxxxx~~ reason of his purchase at the Revenue sale ?
3. Is the suit in time ?
4. Is plaintiff entitled to the possession ~~xxx~~ right ?
5. What decree should be passed ?

M.S.Bagali.

16.7.1946. Jt. C.J., S.D.

Suit No.409/1945. 33

Ex.No.

I S S U E S.

1. Does plff. prove that the sale of the plaint land for the Tagai Dues was illegal, ultra vires and void, as alleged ?
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3. Is the suit in time ?
4. Is plaintiff entitled to the possession ~~and~~ right ?
5. What decree should be passed ?

M.S.Bagali.

16.7.1946. Jt. C.J.,S.D.

Suits.

Belgaum.

For setting aside the auction sale of land held for the recovery of tagai loan advanced to the plaintiff.

GOVERNMENT OF BOMBAY.

LEGAL DEPARTMENT.

Resolution No. 4254.

Bombay Castle, 10th June 1946.

Letter from the Collector of Belgaum, Mo. L.A.W. 665, dated the 7th March 1946—

IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION), BELGAUM.

Civil Suit No. 409 of 1945.

Narhar Khando Kulkarni ... ... Plaintiff;

versus

The Province of Bombay by the Collector of Belgaum and others ... ... Defendants.

Forwarding papers in the suit noted in the margin; and requesting sanction to its defence.

Endorsement by the Commissioner, Southern Division, No. L.ST. 357, dated the 19th March 1946—Forwarding the above with his concurrence.

Memorandum to the District Government Pleader, Belgaum, No. 4253, dated the 10th June 1946—Forwarding a copy of the brief with its accompaniments in advance.

RESOLUTION.—Sanction is accorded to the defence of the suit on the lines of the accompanying brief.

By order of the Governor of Bombay,

D. V. Moos

Original. ~~P. N. MOOS,~~

Secretary to Government.

G. R. No. 4254, L. D., dated the 10th June 1946.

To

* The Revenue Department.
* The Commissioner, Southern Division.
* The Collector of Belgaum.
The District Government Pleader, Belgaum (with two copies of the brief).

*With a copy of the brief.

No. of 1946.

Copy forwarded for information and guidance to

Submitted after issue:
2- File in S. Belgaum/46 (new File)

AS.

9230

BELGAUM CIVIL SUIT No. 409 OF 1945.

Chronological Statement of Facts.

1. The plaintiff sues for setting aside the auction sale of Survey No. 142 of Belkud (Taluka Chikodi) and for possession of the land with future mesne profits.

2. It appears that in 1924 the plaintiff was given a Tagai loan of Rs. 2,000 for the purpose of sinking a well and making other improvements in his Survey No. 136, according to the provisions of the Land Improvement Loans Act, 1893. The papers regarding the grant of the Tagai loan and the sale of Survey No. 142 are reported to be missing.

3. The plaintiff having committed a default in the repayment of the Tagai dues Survey No. 136 was forfeited under the Prant Officer's order dated 14th June 1933. Subsequently, in 1934, the suit land bearing Survey No. 142 appears to have been put to sale and sold to defendant No. 2 for Rs. 1,001 for recovery of the Tagai loan.

4. The plaintiff gave notice of suit on 3rd February 1945 and filed the suit in the Court of the Civil Judge, Senior Division, Belgaum, on 21st December 1945.

Grounds of Defence.

1. Under section 7 of the Land Improvement Loans Act of 1893 all loans granted under that Act are recoverable by the Collector as if they were arrears of land revenue due from the borrower. In this case, plaintiff admits that the sale was confirmed on 30th June 1934 (*vide* paragraph 11 of the plaint) and he treats that date as the one on which the cause of action accrued. The suit is therefore clearly time-barred under clause (*c*) of Article 12 of the first schedule to the Indian Limitation Act. If, for any reason the Court holds that Article 12 does not apply, the suit would in any case be time-barred under the residuary Article 120.

2. On merits the plaintiff's only contention is that the sale of Survey No. 142 was illegal because the Tagai loan was not taken for the improvement of that land nor was it comprised in the colleteral security for the loan. Section 7 of the Land Improvement Loans Act provides four alternative modes of recovery of Tagai loans, viz. :—

(*a*) from the borrower as if the dues were arrears of land revenue.

(*b*) from his surety as if they were arrears of land revenue,

(*c*) out of the land for the benefit of which the loan had been granted, and

(*d*) out of the property comprised in the collateral security if any.

There is therefore no substance in the contention that Tagai loans can be recovered only by the sale of the land for the improvement of which the loan is granted or of the land given as a collateral security. Under clause (*a*) of this section read with sections 155 and 187 of the Land Revenue Code, the Tagai due can also be recovered by the sale of the defaulter's right, title and interest in any other immoveable property.

3. It is contended that the notice of the intended sale under section 166 of the Land Revenue Code was not served on the plaintiff. In the absence of relevant papers it is impossible to state whether this allegation is correct or otherwise. However, it appears from paragraph 8 of the plaint and paragraph 1 of the plaintiff's application to the Bombay Revenue Tribunal that as soon as he came to know of the sale he had applied to the Collector under section 178 of the Land Revenue Code for setting aside the sale but the application was rejected: Even if omission to give the required notice be treated as a material irregularity in publishing or conducting the sale, it cannot be set aside on the ground of any such irregularity unless the applicant has sustained substantial injury by reason thereof. It may be presumed from the rejection by the Collector of the plaintiff's application, that the Collector was not satisfied that the plaintiff had sustained substantial injury by omission to give notice under section 166. It is now too late for the plaintiff after eleven years to challenge the sale on the ground of material irregularity or fraud.

4. It should therefore be urged that the suit fails and must be dismissed with costs.

Suits.
Belgaum.
For setting aside the auction sale of land held for the recovery of tagai loan advanced to the plaintiff.

GOVERNMENT OF BOMBAY.
Legal Department.
Resolution No. 6772
Bombay Castle, 15th July 1947.

Read Government Resolution, Legal Department, No. 4254, dated the 10th June 1946.

Endorsement by the District Government Pleader, Belgaum No.O.S.405/45, dated the 23rd December 1946.-

In the Court of the Civil Judge (Senior Division), Belgaum. Civil Suit No. 409 of 1945. Narhar Khando Kulkarni..... Plaintiff; Vs. The Province of Bombay by the Collector of Belgaum and others. .. .... Defendants.	Forwarding six uncertified copys of the judgment and decree and stating that the suit noted in the margin was decided by the Civil Judge,

Senior Division, Belgaum on 6th December 1946, when the following order was passed :-

"Suit dismissed. Plaintiff to pay the costs of defendant No. 1 and of the defendants 2/3 separately and bear his own costs."

Letter from the Collector, Belgaum, No. L.A.W.665, dated the 31st May 1947.- Forwarding a copy of the letter No. Reg.O.S.409, dated 15th April 1947, from the District Government Pleader, Belgaum together with an uncertified copy of the Memorandum of Appeal and stating that the plaintiff in the suit noted in the margin has filed an appeal No. 27 of 1947 in the Court of the District Judge, Belgaum and requesting sanction to its defence.

Memorandum to the District Government Pleader, Belgaum No.6478 dated the 23rd June 1947.

RESOLUTION :- Sanction is accorded to the defence of the First Appeal No.27 of 1947 in the Court of the District Judge, Belgaum on the lines of the brief accompanying Government Resolution, Legal Department, No.4254 dated the 10th June 1946 and the favourable grounds contained in the judgment of the Civil Judge, Senior Division, Belgaum dated the 6th December 1946.

By order of the Governor of Bombay,

Sd/d for signature
KBB
9/7
A.S.

Original R.M. Mehta

R.M. MEHTA,
Assistant Secretary to Government.

To
The Revenue Department,
The Commissioner, S.D.,
The Collector of Belgaum,
The District Government Pleader,

KGS issue
17
I.T.
LK.

Subd. after issue

File in S. Belgaum/46 (New file)

KBB
2/7

AS
2/7

Received on- 20-1-47.
Registered on.- 21-1-1947.
Decided on -- 10-2-1948.
Duration- -- Y. M. Days. 1 - 0 21.

IN THE DISRICT COURT OF BELGAUM.

AT : BELGAUM EXH. 13.

Appeal No. 27 of 1947 from Decree in Civil Suit No: 409 of 1945 of the Court of the Jt.Civil Judge,S.D., (Mr.M.S.Bagali) of Belgaum.

Pleaders.

Mr.V.A.Naik.

1. Narhar Khando Kulkarni of Sangli. — Appellant (Orginal Plff)

Against.

Government - Pleader.

Mr.S.B.Javali for Nos.2 & 3.

1. The Province of Bombay by the Collector of Belgaum.
2. Keshav Gopal Sarangi of Belkud,Taluka- Chikodi.
3. Balappa Mallappa Pachhapur of do.

Respondents (Original - Defts.)

Claim Rs. 144.13.6 for Court-fees.
4000/- for jurisdiction.

This is an appeal against the decision of the Joint Civil Judge,Senior Division,Belgaum,dismissing the appellant's Civil Suit No.409 of 1945. The suit was for a declaration that the auction sale of the suit land was illegal and void, and for recovery of possession of that land together with future mesne profits.

2. R.S.No.142 situate at Belkud in Chikodi Taluka is the property in suit. Defendant No.1 is the Province of Bombay represented by the Collector of Belgaum.Defendants Nos.2 & 3 are in actual possession of the suit land as purchasers. The plaintiff owned the suit land, that is,R.S.No.142,and also another piece of land R.S.No.136,at Belkud.In 1925 he took a Tagai loan of Rs.2000/- from the revenue authorities under the Land Improvement Loans Act 1883 for the purpose of sinking a well in S.No.136.He gave S.No.136 as security for the loan. The bond then executed by the plaintiff in 1925

is

is ex.38 in the case.The loan was repayable by annual instalments of Rs.300 each. In 1929 the plaintiff committed default in payment of the instalment due in 1929, but after he was served with notice he paid the amount of instalment. Again, he failed to pay the instalment due in 1931. He was then served with notice dated 8-3-1932 (ex.44) to show cause why S.No.136, the land hypothecated, should not be forefeited. The amount was not paid even after the notice was served on the plaintiff. The land was forefeited as per order of the Prant Officer dated 15-3-1932 (vide ex.45) S.No.136 was then proclaimed for being sold for recovery of the Government dues. The land however could not be sold for want of bidders. The Collector then by his order dated 14-8-1933 directed that S.No.136 should be treated as Government waste land. The Collector then ordered sale of S.No.142 for recovery of Government dues. The sale was held under s.155 of the Bombay Land Revenue Code. It was sold on the 30th of April 1934 for Rs.1001. Within 30 days from the date of sale the plaintiff applied to the Collector under s.178 of the Bombay Land Revenue Code for setting aside the sale on certain grounds. But his application was dismissed and the sale was confirmed on the 2nd of August 1934, and the sale certificate (ex.49) was issued in favour of defendant No.2 the purchaser on 14th August 1934. Defendant No.2, the purchaser, got possession of S.No.142 in suit on the 24th of August 1934 (vide ex.54). As the outstanding dues of Government could not be satisfied out of the sale proceeds of Rs.1001, the Collector ordered sale of S.No.136 for recovery of the balance of Rs.428.4.0. The proclamation of sale in that connection was issued on the 20th of December 1934 (vide ex.60). But the plaintiff paid the outstanding balance in December 1934, and consequently the sale of S.No.136 belonging to the plaintiff was stopped. After a lapse of 10 years, the plaintiff applied to the Commissioner, Southern Division, Belgaum, on 23.10.1944 for setting aside the Revenue sale of S.No.142 in suit. But his application was summarily rejected by the Commissioner, Southern Division, on the 30th of October 1944 (vide exs. 47 and 48). The plaintiff then instituted

instituted the present suit on the 12th of November 1945. He alleged that the Collector was not authorized to sell S.No.142 in suit, in so far as it had not been hypothecated to secure the Tagai loan, and that therefore the revenue sale of the suit property was ultra vires. He further alleged that the provisions of s.166 of the Bombay Land Revenue Code were not complied with before the auction sale was held, in so far as the notice of sale was not affixed to his dwelling house as required by law. Defendant No.2 sold part of the suit land to defendant No.3. The plaintiff further alleged that defendants Nos.2 and 3, who are friends, in collusion with the village officers of Belkud and a clerk in the Mamlatdar's office brought about sale of the suit land without his knowledge. On the aforesaid allegations the plaintiff sought relief for declaration and possession as detailed above.

3. It was contended on behalf of defendant No.1, the Province of Bombay, that the suit of the plaintiff was barred either under Article 12.cl.(c) or under Article 120 of the Limitation Act; that the Collector had every authority to sell the suit land in view of the provisions of s.7(a) of the Land Improvemen Loans Act 1883 and s.155 of the Bombay Land Revenue Code; that notice as required by s.166 of the Bombay Land Revenue Code was served before the land in suit was sold; and that the omission to give notice under s.166 of the Code did not render the sale void. It was further contended that in the absence of proof of substantial injury the auction sale could not be set aside. The allegation of collusion and fraud was denied.

4. Defendant No.2 denied the allegations of collusion and fraud set up in the plaint, and contended that the sale was per-fectly valid and legal, and that he had paid fair price for the suit land. He also pleaded bar of limitation to the suit of the plaintiff. Defendant No.3 raised contentions similar to those made by defendant No.2

5. The learned Civil Judge, on consideration of the evidence in the case came to the conclusion that the sale of the suit land for Tagai dues was legal and valid; that defendant No.2 got

title to the suit land, and that the suit of the plaintiff was barred by limitation. He therefore dismissed the suit of the plaintiff on the 6th of December 1946.

6. Feeling aggrieved by the decree of the trial Court the plaintiff has come in appeal.

7. The sale of the suit land S.No.142 held under s.155 of the Bombay Land Revenue Code is sought to be set aside as being null and void mainly on two grounds. The first is that S.No.142 in suit which had not been specifically hypothecated as security for the Tagai loan could not be sold for recovery of arrears of Tagai loan. And the second ground is that mandatory provisions of s.166 of the Bombay Land Revenue Code in the matter of service of notice of sale on the plaintiff were not complied with, and that therefore the sale of the suit land held without service of notice was bad in law.

8. The first ground is without much substance. It is an admitted fact that the instalments of Tagai loan had fallen in arrears, and that for recovery of those arrears the revenue authorities had recourse to the sale of S.No.142 in suit belonging to the plaintiff. Under s. 7 of the Land Improvement Loans Act, 1883, the Collector is authorized to recover the outstanding amount of loan as land revenue in one of the four modes described in cls. (a) to (d) of sub-s.(1) of s.7 of the Act. Sub-S.(1)(a) authorizes recovery of the same from the borrower, that is, from the borrower personally; and sub-s.(3) of s.7 of the Act gives the Collector absolute discretion to determine the order in which he should resort to the various modes of recovery permitted by the section. It was so held by our High Court in Laxman V. The Secretary of State (41 Bom L.R.257). Hence the Collector could have recourse to the recovery of Tagai dues from the plaintiff personally by holding sale of non-hypothecated land belonging to the plaintiff. Now, the procedure to be adopted in the matter of recovery of land revenue is set out in Chapter XI of the Bombay Land Revenue Code, and s.150 in that Chapter details the six processes by which recovery of arrears of land revenue can be effected. One of these processes as set out in cl.(d) is by

sale

sale of defaulter's immoveable property under s.155 of the Bombay Land Revenue Code.s.155 of the Bombay Land Revenue Code reads:- "The Collector may also cause the right,title and interest of the defaulter in any immoveable property other than the land on which the arrear is due to be sold".Evidently,even though the plaintiff had taken Tagai loan for sinking a well in S.No.136 and the balance of loan to be recovered was in respect of S.No. 136 and which had been specifically hypothecated,the Collector could sell S.No.142 in suit belonging to the plaintiff for recovery of the outstanding balance of the loan as arrears of land revenue under s.155 of the Bombay Land Revenue Code.This has been made clear beyond doubt by the combined operation of s.150(d) and s.155 of the Bombay Land Revenue Code read with s.7(1)(a) of the Land Improvement Loans Act 1883.It is thus clear that the Collector was within his right in selling S.No.142 in suit for the recovery of the balance of Tagai dues.The fact that S.No.142 in suit had not been specifically hypothecated made no difference in the exercise of the authority of sale of that land by the Collector for the purpose of recovery of the outstanding loan from the plaintiff. The sale of the suit land was not invalid,on the ground that the suit land had not been specifically hypothecated.Hence,the first ground urged by the appellant's pleader for setting aside the sale as invalid fails.

9. The second ground for setting aside the sale urged on behalf of the appellant is one based on s.166 of the Bombay Land Revenue Code.According to s.166 of the Code written notice of the intended sale of immoveable property and of the time and place thereof is required to be fixed in the offices of the Collector, Mamlatdar and Chavdi concerned,and also in the defaulter's dwelling place.It is argued that the requisite written notice was not affixed on the dwelling house of the plaintiff-defaulter before the sale was held, and that this omission on the part of the revenue authorities was an illegality which vitiated the sale. No doubt, the provisions of s.166 are mandatory, as seen from the wording thereof. But in order to support the argument based on s.166 it was necessary for the appellant to prove that the

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service of the requisite notice had not been effected in the prescrived manner, as the other side did not admit the alleged omission of service of notice on the plaintiff by affixing a copy thereof on his dwelling house. The only evidence on the point relied on by the plaintiff is his own testimony at ex.55. The plaintiff is highly interested in supporting his case, and the learned Civil Judge for reasons stated by him in his judgment has disbelieved him, though the plaintiff happens to be a double graduate. I see no reason to differ from his appreciation of the oral evidence. I am unable to accept the uncorroborated and solitary evidence of the interested party in the matter of proof of the disputed fact. It is thue that the Collector of Belgaum representing defendant No.1 could not produce the papers relating to the proceedings of sale on the ground that they were missing (vide ex.61, the purshis of the Government Pleader). The Mamlatdar of Chikodi had given similar replies to the plaintiff when he applied for certain copies in those proceedings before and after suit in 1945 and 1946. (Vide exs. 41 and 50). I do not think that the Collector or his subordinates have purposely withheld the papers as suggested on behalf of the appellant. In all probabilities, the papers are either missing or misplaced, and the Collector is unable to produce the same in Court. I attach no importance to the story of the plaintiff that the Tagai clerk in the Mamlatdar's office in collusion with defendants Nos. 2 and 3 removed the papers from the record office. Unfounded and reckless allegations of the type made by the plaintiff cannot be believed. The mere circumstance that the defendants could not produce the papers in this Court is not sufficient to draw an adverse inference against the defendants that the papers have been purposely withheld by them. The circumstance that the papers are not before the Court is not sufficient by itself to accept the uncorroborated statement of the plaintiff that notices of sale were not affixed in the manner specified in s.166 of the Bombay Land Revenue Code. In the absence of corroborative

evidence

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evidence it is difficult to rely on the word of the plaintiff, even though the evidence on behalf of plaintiff in this connection is expected to be of a negative character. There are circumstances in the case to show that the plaintiff's story may note be true. It is in evidence that the plaintiff had applied to the Collector, Belgaum, under s.178 of the Bombay Land Revenue Code in time for setting aside the sale on grounds of material irregularity and fraud in publishing and conducting the sale of S.No.142, and that that application was dismissed by the Collector. Reference about that application is found in ex.47, the copy of plaintiff's application made to the Commissioner in 1944. It may be noted that the plaintiff did not then prefer an appeal against the order of the Collector rejecting his application under s.178 of the Code. The plaintiff is a practising pleader of long standing, and he had taken steps to get the sale set aside in time though it was without success. His explanation that he had casually come to know of the sale cannot be believed. He must have come to know facts relating to the sale as a result of usual notification thereof under s.166 of the Bombay Land Revenue Code. His immediate application to the Collector under s.178 of the Code supports this inference. The plaintiff's application in revision made to the Commissioner in 1944 was summarily dismissed (vide exs. 47 and 48). There is nothing to show that the papers of the sale proceedings were missing when the Collector and the Commissioner considered plaintiff's applications for setting aside the sale. Plaintiff has not been able to prove that the notice under s.166 of the Code was not affixed at the places noted therein. Plaintiff has not been able to prove the alleged fraud in the matter of service of notice and disappearance of papers relating to sale proceedings. Further, the plaintiff does not seem to have suffered any substantial injury by the sale. The suit land was sold for Rs. 1001. I think that the land fetched a fair price at the time of sale, having regard to its rental value which ranged between Rs.40 and 50 at about the time of its sale (vide paragraph 6 ex.55). The plaintiff has no case on merits. His second ground too fails.

10. The revenue sale of the suit land was not void. The plaintiff's

plaintiff's suit brought more than six years after sale is barred by limitation under Art.12(c) or under Art.120 of the Indian Limitation Act.

11. The decision of the learned Civil Judge is found to be correct. No other point was present. The result is that the appeal fails.

ORDER.

12. The decree of the trial Court is confirmed and the appeal is dismissed. The appellant shall bear his costs and pay one set of costs to respondent No.1 and another set of costs to respondents Nos. 2 and 3 jointly

10th February 1948.

Sd/. M. S: Patil.
District Judge.

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49 H2

2719—5,700—11-44—R(a)*

Civ. A 42 k.

ಅಪೀಲಿನೊಳಗಿನ
ಹುಕುಮುನಾಮೆಯು
(ಅರ್ಡರ ೪೧, ರೂ. ೨೫).

(ಫಾರ್ಮ ನಂಬರು ೯,
ಪರಿಶಿಷ್ಟ ಗ, ಶೆಡ್ಯೂಲ ೧)

ಹುಕುಮನಾಮೆಯು

ಬೆಳಗಾಂವ ಇಲ್ಲಿಯ ಡಿಸ್ಟ್ರಿಕ್ಟ ಜಜ್ಜ ಕೋರ್ಟಿನಲ್ಲಿ

ಮುಕ್ಕಾಮು ಬೆಳಗಾಂವ ಇಲ್ಲಿ. ನಿ॥

ಸ್ಪೆಷಲ್ ಅಪೀಲ ಮೊಕದಮೆ ನಂಬರು ೨೭ ೧೯೪೨ನೇ ಸೈಕಿ

೧) ಸಖಾರಾಮ ಬಿನ್ ಮಹಾದೇವ ಕುಲಕರ್ಣಿ ನಾ॥ ಸಾಂಗಲಿ. } ಅಪೀಲಂಟ (ಮೊದಲನೇ ಯಾದಿ).

೧) ಯಮುನಾಬಾಯಿ ಭ್ರಾತಾರಿಯ ಸಖಾರಾಮ, ಬೆಳಗಾಂವ ಕಲೆಕ್ಟರರ ಯಾಚ್ಞೆಯ.
೨) ರಾಜಾರಾಮ ಸಖಾರಾಮ ಸಾಂಗಲಿ ನಾ॥ ಬಿಳ್ಳೆಕರಡಿ ಯಾ॥ ಬೆಳಗಾಂವ
೩) ಬಾಳಪ್ಪಾ ಸಖಾರಾಮ ಬೆಳಗಾಂವ ಕಲೆಕ್ಟರ ನಾ॥ ಸದರ } ರಿಸ್ಪಾಂಡೆಂಟ (ಮೊದಲನೇ ಪ್ರತಿವಾದಿಯ).

ಬೆಳಗಾಂವ ಇಲ್ಲಿಯ ಸ್ಪೆಷಲ್ ~~ಸೆಕೆಂಡ ಕ್ಲಾಸ~~ ಜಜ್ಜ ಕೋರ್ಟಿನ ಸನ್ ೧೯೪೨ನೇ
ಇಸವಿಯ ~~ನವೆಂಬರ~~ ನವೆಂಬರ್‌ನೇದರಲ್ಲಿ ತಾರೀಖು ೬ ನೇ ಡಿಸೆಂಬರ ಸನ್ ೧೯೪೨ನೇ
ಇಸವಿಯ ಹುಕುಮು ನಾಮಲಿಯವರ ಮೇಲೆ ಸದರೀ ಅಪೀಲು ದಾಖಲ ಮಾಡೋಣದರಲ್ಲಿ ಬಂದಿರುತ್ತದೆ.
ಮೇಲೆ ಹೇಳಿದ — — ಅಂತಿಲಿಂಬಿ — — ಇವನು
ಸದರೀ ತಾರೀಖಿನ ಹುಕುಮು ನಾಮಲಿಯವರ ಮೇಲೆ ಬೆಳಗಾಂವ ಇಲ್ಲಿಯ
ಡಿಸ್ಟ್ರಿಕ್ಟ ಜಜ್ಜ ಕೋರ್ಟಿಗೆ ಅಪೀಲು ಮಾಡಿರುತ್ತಾನೆ.
ಈ ಅಪೀಲು ಸನ್ ೧೯೪೨ - ಫೇಬ್ರುವರಿತಿಂಗಳನ ೧೦ ತಾರೀಖಿನ ದಿವಸ ಬರೀ॥ ಮುಖ್ಯ ~~ಸಿವಿಲ್~~ ಡಿಸ್ಟ್ರಿಕ್ಟ
ಡಿಸ್ಟ್ರಿಕ್ಟ ಜಜ್ಜ ಸಾಹೇಬರ ಮುಂಕೆ, ಅಪೀಲೆಂಟನ ತರ್ಫಿನಿಂದ ಬ್ಯಾ॥ ಪಿ. ಎಸ್. ನಾಮಲಿ ವಕೀಲರ ಇವರ ಸಮಕ್ಷದಲ್ಲಿಯೂ
ರಿಸ್ಪಾಂಡೆಂಟನ ತರ್ಫಿನಿಂದ ಬ್ಯಾ॥ ಬಿ. ಬಿ. ಬೆಳಾಲಿ ಬಿ.ಎ.ಎಲ್.ಎಲ್.ಬಿ. ಪ್ಲೀಡರ ಬೆಳಗಾಂವ ಇವರ ಸಮಕ್ಷದಲ್ಲಿಯೂ
ಸುನಾವಣಿಯ ಬಗ್ಗೆ ಬಂದಿದ್ದರ ಮೇಲಿಂದ ಹೀಗೆ ಹುಕುಮು ಮಾಡುವದೆಂದರೆ ಬರುತ್ತದಲ್ಲ —

ಕೆಳ ತಕರಾರಿನ ಪ್ರತಿವಾದಿ ನಾಮಲಿಯವನು ತಾಲೂಕ ಯಾದಿ,
ಈ ಅಂತೀಲನು ಕಡು ಗೊಳಿಸಿರುವದು ಅಂತಿಲಿಂಬಿನು ಮನು
ಯಾಜ್ಞೆಯನು ಮಾನು ಮಾಡಿದೆ ಶಿರಸಂ ಬಂದು ಇಲ್ಲಿಂದ ಬಂದು
ತಾಲೂಕಿನಲ್ಲಿ ಯುಲ್ಲ ತಿಲ್ಲಿಂಡಂಬ ನಂ ೨-೩ ಇಲ್ಲಿಂದ ಬೆಳಗಾಂವ
ಜಿಲ್ಲೆಯಲ್ಲಿ ಅವರ ಯಾಜ್ಞೆಯನು ಕೊಡಬೇಕಲ್ಲ.

ಈ ಕೆಳಗೆ ವಿವರಿಸಿದಂತೆ ಈ ಅಪೀಲಿಗೆ ಆದ ವೆಚ್ಚವನ್ನು ಎಂದರೆ, ಒಟ್ಟಿಗೆ

ರೂಪಾಯಿಗಳನ್ನು

ಕೊಡಬೇಕು; ಮತ್ತು ಮೂಲ ದಾವೆಯ ವೆಚ್ಚವನ್ನು

ಕೊಡಬೇಕು.

ಅಪೀಲಿನ ವೆಚ್ಚವು

ಅಪೀಲೆಂಟ.	ರಕಮು.			ರಿಸ್ಪಾಂಡೆಂಟ.	ರಕಮು.		
	ರೂ.	ಆ.	ಪೈ		ರೂ.	ಆ.	ಪೈ
೧. ಅಪೀಲಿನ ಯಾದಿಯ ಬಗ್ಗೆ ಸ್ಟಾಂಪು....	14	1	–	೧. ಅಧಿಕಾರ ಪತ್ರದ ಬಗ್ಗೆ ಸ್ಟಾಂಪು....			
೨. ಅಧಿಕಾರ ಪತ್ರದ ಬಗ್ಗೆ ಸದರ	•	10	–	೨. ಅರ್ಜಿಯ ಬಗ್ಗೆ ಸದರ			
೩. ದಾಖಲಾದ ಕಾಗದಗಳ ಬಗ್ಗೆ ಸದರ....	1	14	0	೩. ದಾಖಲಾದ ಕಾಗದಗಳ ಬಗ್ಗೆ ಸದರ.			
೪. ಪ್ರೊಸೆಸ್ಸುಗಳ ಬಜಾವಣಿ	7	8	0	೪. ಪ್ರೊಸೆಸ್ಸುಗಳ ಬಜಾವಣಿ			
೫. 4000/- ರೂಪಾಯಿಗಳ ಮೇಲೆ ವಕೀಲನ ಫೀ	160	–	–	೫. 4000 ರೂಪಾಯಿಗಳ ಮೇಲೆ ವಕೀಲನ ಫೀ	160	–	–
೬. ನಕಲುಗಳ ಬಗ್ಗೆ ಫೀ	18	1	–	೬. ನಕಲುಗಳ ಬಗ್ಗೆ ಫೀ			
೭. ಉಲಟ ಹರಕತಿಯ ಮೇಲೆ ವಕೀಲನ ಫೀ	19	8	•	೭. ಉಲಟ ಹರಕತಿಯ ಮೇಲೆ ವಕೀಲನ ಫೀ			
ಒಟ್ಟು....	221	10	•	ಒಟ್ಟು....	160	–	–

ಈ ಹೊತ್ತು ತಾರೀಖು ೧೦ ತಿಂಗಳು ಫೆಬ್ರುವರಿ ಸನ್ ೧೯೪೮ನೇ ಇಸವಿಯ ದಿನ

ನಮ್ಮ ಸಹಿ ಮಾಡಿ ಮತ್ತು ಕೋರ್ಟಿನ ಮೊಹರು ಮಾಡಿ ಕೊಡಲ್ಪಟ್ಟಿತು.

ತಪಾಸು ಮಾಡಿ ನೋಡಿತು ಸಮನಾಗಿ ಅದೆ.

Sd/- Walwekar

ಕಾರಕೂನ.

Sd/- M.S. Patel

ಹೆಚ್ಚುವರಿ ಜಜ್ಜ.

11-2-48

Sd/- V.A. Naik

ಅಪೀಲೆಂಟ ವಕೀಲ.

Sd/- B.V. Jahali

D.G.P.

Sd/- S.B. Jahali

ರಿಸ್ಪಾಂಡೆಂಟ ವಕೀಲ.

[ಈ ನೊಕದಮೆಯಲ್ಲಿಯ ಪಕ್ಷಕಾರರಿಗೆ ಹೀಗೆ ಸೂಚನೆ ಕೊಡುವದರಲ್ಲಿ ಬರುತ್ತೆದಲ್ಲ, ಅವರು ತಾವು ಹಾಜರು ಮಾಡಿದ ಯಾವವಾದರೂ ದಸ್ತೆವಜುಗಳನ್ನು ಅವರು (ತಿರುಗಿ) ತೆಗೆದುಕೊಂಡು ಹೋಗದಿದ್ದರೆ ಆ ದಸ್ತೆವಜುಗಳ ಅಪೀಲು ಮಾಡಿದ್ದರೆ, ಆ ಅಪೀಲು ನಿಕಾಲೆಯಾದ ಮೇಲೆ, ನಾಶ ಮಾಡುವದಕ್ಕೆ ಪಾತ್ರವಾಗುವವು (ಅಂದರೆ ಅವು ನಾಶ ಮಾಡುವದರಲ್ಲಿ ಬರುವವು.)]

Belgaum.
For setting aside the auction sale of land held for the recovery of tagai loan advanced to the plaintiff.

GOVERNMENT OF BOMBAY.
Legal Department,
Resolution No. 2214
Bombay Castle, 4th March 1948.

Read Government Resolution, Legal Department, No. 6772 dated the 15th July 1947.

Endorsement from the District Government Pleader, Belgaum, dated the 13th February 1948, stating that Civil Appeal No. 27 of 1947 filed by the Plaintiff in the suit noted in the margin was decided by the District Judge, Belgaum, on 10th February 1948, when the following order was passed :-

In the Court of the Civil Judge (Senior Division), Belgaum.		
Civil Suit No. 409 of 1945.		
Narhar Khando Kulkarni ...	Plaintiff;	
versus		
The Province of Bombay by the Collector of Belgaum and others.	Defendants.	

"The decree of the trial Court is confirmed and the appeal is dismissed. The appellant shall bear his costs and pay one set of costs to respondent No. 1 and another set of costs to respondents Nos. 2 and 3 jointly".

Endorsement from the District Government Pleader, Belgaum, dated the 24th February 1948, forwarding uncertified copies of the judgment and decree.

RESOLUTION. - The result of the appeal is recorded.

By order of the Governor of Bombay,

Original G S Patwary

R. M. Mehta,
Assistant Secretary to Government.

To

The Revenue Department,
The Commissioner, Southern Division,
The Collector of Belgaum.

Sd for sign. Orders at p. 4 Obm 2/3 D.S.M 2/3

BM. 2.3. Issued 4/3 4/3